



State of Wisconsin – Plaza Waterproofing System 5-yr Guarantee

State Agency/Location/Address _____

Building Name _____ Bldg. No. _____ Total Area _____

D.S.F. Project No. _____ Project Total Sq. Ft. _____ Manufacturer _____

Type of Waterproofing System _____ Prime Contractor _____

Date of Completion _____ State Guarantee Starts _____ State Guarantee Expires _____

List Additional Manufacturer Warranty and/or Guarantee Submittals Required

(submit all of the additional warranty/ guarantees required at the same time along with this guarantee)

Waterproof Warranty -Yes No **Membrane Warranty** -Yes No **Metal Guarantee** -Yes No

Subject to the terms, conditions and limitations stated herein, we, the undersigned hereby jointly and severally guarantee that the waterproofing system installed on the above named building, will remain in a watertight condition, free from leaks and defects in materials or workmanship, for a period of five (5) years from the date of completion; and that we will at our expense, make or cause to be made such permanent repairs to said waterproofing system having defects in any of the materials and workmanship applied by or through the undersigned, as may be necessary to restore to compliance with the specifications or replace said waterproofing system in a water tight condition without defects as hereinafter defined. **Contractor shall perform a minimum of two (2) roof system inspections during the term of this guarantee with final inspection performed within last 6-months of term. Submit written inspection/repair and location reports to DFD Project Manager and Agency Representative.**

This guarantee is made subject to the following terms and conditions,

The term “defect” shall include leak(s), faulty installation, installation of other than specified materials, and defective materials.

Repair of a defect(s) shall be performed by the undersigned parties without further cost to the State, including the removal, disposal and replacement of finish materials, concrete, insulation, backfill, or other overburden materials.

The term “waterproofing system” shall mean all the materials above the structural deck and below the concrete topping slab that are furnished under this contract and the workmanship for installing such materials.

No work will be done on said plaza by the State, including, but without limitation, work in connection with flues, vents, drains, sign braces, antennas, railings, platforms or other equipment fastened to or set on the plaza, and no repairs or alterations will be made to said plaza, unless the undersigned are first notified and given the opportunity to make the necessary waterproofing application recommendations with respect thereto, and such recommendations are complied with by the State. Failure to observe this condition shall render this guarantee null and void.

The undersigned shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said plaza. In the event leak(s) or defects should occur, the User Agency shall notify the undersigned parties in writing at the addresses listed below within thirty (30) days of discovery of leak(s) or defects. If repairs are not initiated within ten (10) days from the date of receipt of written notice that leaks or defects exist, the State is hereby authorized to have repairs made to the waterproofing system as required without invalidating this guarantee, and the undersigned agrees to pay all costs for repair or replacement of leak(s) or defects in waterproofing system within thirty (30) days from the date such repairs or material replacement have been completed and approved by the State.

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In the event that the State has notified the undersigned parties of the need to repair leak(s) through the waterproofing system and an emergency condition exists which requires immediate repair to avoid substantial damage to the State, the State may make such temporary repairs as may be essential and such action shall not be a breach of this Guarantee, so long as the State complies with other provisions of the Guarantee.

This Guarantee is in lieu of all other warranties expressed or implied, including warranties of merchantability or fitness for any particular purpose. No representatives of the parties herein named have the authority to make any representations other than those stated herein.

Specifically excluded from this guarantee is any and all damages to said waterproofing system, the building or contents therein caused by any one or combination of the following,

- Acts or omissions of the State.
- Damage resulting from natural disasters; i.e., windstorm (exceeding velocity of 70 miles per hour), hail, flood, hurricane, lightning, or other phenomena of the elements.
- Damage resulting from the building structure failing to have adequate strength to support all live and dead loads, including water and snow loads, or any damage resulting from any other structural defects or failures.
- Damage resulting from objects, misuse or abuse of the waterproofing system, or traffic, recreational activities, or storage of material on the waterproofing system.
- Discharge of vegetable, mineral, animal oils, greases, solvents, or chemicals such as industrial wastes, upon the plaza surface, unless originally designed for such purpose and prior written approval is received.
- The undersigned shall not be liable for damage to interior of building, consequential damage, loss of profits or rents, contents of building, or plaza deck.

IN WITNESS WHEREOF, this instrument has been duly executed,

(If the Roofing Contractor is also the Prime Contractor, only one signature in either signature block is required)

Signature _____

Signature _____

Name/Title _____

Name/Title _____

Date _____

Date _____

Address _____

Address _____

Telephone _____

Telephone _____

Seal

Seal